

\$26

LAW OFFICES

16555

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

OCT 3 1989

150 NORTH MICHIGAN AVENUE

16555

TWX NUMBER
910-221-1154

CHICAGO, ILLINOIS 60601

RECORDATION NO

FILED 1423

529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

TELECOPIER
312-750-8600

INTERSTATE COMMERCE COMMISSION

312-558-1000

OCT 3 1989

1580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08875-6739
201-563-2700

October 2, 1989 INTERSTATE COMMERCE COMMISSION

888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, D.C. 20423

9--276A031

16555
RECORDATION NO FILED 1423

OCT 3 1989

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic conformed counterparts of each of the two documents described below.

The first document is a Mortgage on Goods and Chattels, a primary document, dated September 25, 1989.

The name and addresses of the parties to the Mortgage on Goods and Chattels are:

Mortagor
U.S. Railcar, Inc.
2333 Waukegan Road
Suite N200
Deerfield, IL 60015

Mortgagee
Deutsche Credit Corporation
233 Waukegan Road
Deerfield, IL 60015

A description of the railroad equipment covered by the Mortgage on Good and Chattels is set forth in Schedule A attached thereto.

A check for \$13.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of this Mortgage on Goods and Chattels document.

10/3/89 Also included for recordation, Loan Agreement, dated 9/25/89, between US Rail Car and Deutsche Credit Corp.

Tara H. Brayer, Esq.

Tara H. Brayer 10/3/89

Ms. Noreta R. McGee
October 2, 1989
Page 2

The second document enclosed is a Bill of Sale, a secondary document, dated August 24, 1989. This secondary document is being filed concurrently with the primary document enclosed and a recordation number, therefore, has not yet been assigned.

The names and addresses of the parties to the Bill of Sale are:

Buyer

U.S. Railcar, Inc.
2333 Waukegan Road
Suite N200
Deerfield, IL 60015

Seller

The Pittsburgh and Lake Erie Railroad Company
Commerce Court Building
Four Station Square
Pittsburgh, PA 15219

A description of the railroad rolling stock covered by the Bill of Sale is set forth in Appendix A attached thereto.

A check for \$13.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of this Bill of sale document.

Kindly return three stamped photostatic copies of the two enclosed documents in the envelope provided to T. Stephen Dyer, Esq., Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of each of the enclosed documents:

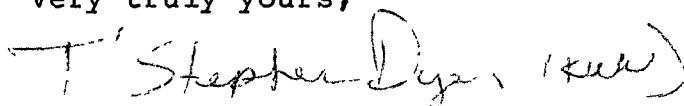
Primary Document. Security Agreement between U.S. Railcar, Inc. as Mortagor and Deutsche Credit Corporation as Mortgagee dated September 25, 1989, covering 52-125 ton covered coil gondola railcars described in Schedule A attached to the security agreement.

Ms. Noreta R. McGee
October 2, 1989
Page 3

Secondary Document. A Bill of Sale between U.S.
Railcar, Inc. and The Pittsburgh and Lake Erie Railroad Company,
covering units of railroad rolling stock described in Appendix A
attached to the Bill of Sale document.

Please call me at the above telephone number in Chicago
if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "T. Stephen Dyer" followed by a large, stylized closing parenthesis ")", which appears to be a flourish or a mark indicating the end of the signature.

T. Stephen Dyer

TSD/lmg
Enclosure

16555/A
OCT 3 1989 -1 30 PM

LOAN AGREEMENT INTERSTATE COMMERCE COMMISSION

This Agreement ("Loan Agreement"), which amends a certain security agreement dated as of September 25, 1989 ("Security Agreement"), is hereby entered into between U.S. Railcar, Inc. ("U.S. Railcar") and Deutsche Credit Corporation ("DCC").

DCC has agreed to loan to U.S. Railcar the principal sum of five hundred forty-two thousand and no/100 dollars (\$542,000.00) for the purchase of 52 Used 125-ton Covered Gondola Coil Cars ("Railcars"), as described in Schedule A to the Security Agreement. U.S. Railcar has given to DCC its promissory note for the principal sum equal to the loan amount referenced hereinabove ("Promissory Note").

In order to secure payment by U.S. Railcar of all of its obligations under the Promissory Note, and performance by U.S. Railcar of all of its obligations under the Security Agreement, U.S. Railcar grants, and by these presents does hereby grant to DCC, in addition to the other rights and security interests granted under the Security Agreement, a security interest in and to (i) the bill of sale ("the Bill of Sale") from the Pittsburgh and Lake Erie Railroad Company to U.S. Railcar, pursuant to which the Railcars are being conveyed to U.S. Railcar and (ii) all other documents executed in connection with the Bill of Sale, including, but not limited to, an itemized invoice from the Pittsburgh and Lake Erie Railroad Company which identifies the Railcars by number and sets forth the Railcars' selling price.

U.S. Railcar agrees to perform and represents and warrants to DCC that it will perform all Rule 88 work necessary and required to meet all standards imposed by the American Association of Railroads (the "AAR"), will certify its compliance with the standards of the AAR (upon completion of the Rule 88 work), and agrees to indemnify and hold DCC harmless from any losses which may result from a finding of noncompliance by the AAR. U.S. Railcar also agrees, represents and warrants that the Railcars will bear the following legend, to wit:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE
INTERSTATE COMMERCE COMMISSION.

Once the Rule 88 work has been satisfactorily performed, U.S. Railcar intends to lease the Railcars to CSX Transportation, Inc., and U.S. Railcar agrees to assign said lease to DCC, free and clear of any and all prior liens and encumbrances of any kind, to secure its obligations under the Promissory Note, and any other obligations now or hereafter owed or owing by U.S. Railcar to DCC.

U.S. Railcar shall file and record the Security Agreement and this Loan Agreement with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303.

Whenever possible, each provision of the Security Agreement and this Loan Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Security Agreement and this Loan Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of either the Security Agreement or this Loan Agreement.

The parties hereto shall be entitled to all rights conferred by the provisions of 49 U.S.C. 11303 and such additional rights arising out of the filing, recording, registering or depositing, if any, of the Security Agreement or this Loan Agreement as shall be conferred by the laws of any jurisdiction in which the Security Agreement and this Loan Agreement shall be filed, recorded, registered or deposited.

U.S. Railcar agrees to pay the legal fees, charges for recording of documents, title searches (UCC, ICC and others), if necessary, and Interstate Commerce Commission filing charges in connection with the Security Agreement, this Loan Agreement and all other documents entered into in connection therewith. U.S. Railcar also agrees to pay DCC a documentation fee of \$550.00.

The Security Agreement, including this Loan Agreement, may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

All other terms, conditions and provisions of the Security Agreement, except as modified herein, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Security Agreement as of this 24th day of SEPTEMBER, 1989.

U.S. RAILCAR, INC.

By: [Signature]

Title: PRESIDENT

DEUTSCHE CREDIT CORPORATION

By: [Signature]

Title: SVP & TREASURER

By: [Signature]

Title: S.V.P.

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